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FILED  
Clerk  
District Court

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

SEP 29 2006

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

ABELLANOSA, JOANNA,  
et al.,

Plaintiffs,

v.

L&T INTERNATIONAL  
CORPORATION,

Defendant.

Civil Action No. 05-0010

DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

I, BELINDA MENDOZA, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in 2004.
3. On or about January, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After about two weeks, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing conducted the interview. Cory Quing told me that I would be paid \$3.05/ hour plus overtime. If I clock in on Saturdays, that would be my overtime.

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ORIGINAL

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I.  
MEDICAL FEES

(Physical Examination Fee  
and Health Certificate Fee)

5. After I passed the interview, Baby Lopez asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for my health certificate which she noted was about to expire. She then told me that I would need to get a new medical examination and health certificate before my employment application/documentation could be completed and processed.

6. Baby told me to go to Marianas Medical Center to get the examination. I asked her how the medical examination and health certificate are going to be paid for. Baby said you pay for it now and on your renewal L&T will pay. I understood this to mean that if I did my job and not violate any company rules, that I would be renewed for a second year and that during that second year L&T would pay/repay for the health examination and health certificate fees.

7. Baby instructed me that after the medical examination, I should go to Health Services at DOL and bring back my health certificate, and at that time they can complete the processing of my employment application papers.

8. About a week or so later, when the health certificate was ready, I picked it up and gave it to Baby Lopez at L&T. I was not paid for nor reimbursed by L&T for my services and time spent getting the medical examination and health certificate.

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II.  
CONTRACT SIGNING

9. My first non-resident contract was in the 1990's. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

10. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading it. There were many other applicants present and waiting in line. The HR staff was rushing me and other applicants by insisting that I and the other applicants I saw present, hurry up and quickly sign, without delaying the document processing. From the mood and way the HR staff was acting, I was made fearful that if I didn't just sign the signature page as instructed, I would lose the job opportunity especially since none of the other applicants I saw there held up the line by or took time to read the contract document. I observed the HR staff acting the same way with other workers who signed before and after my turn. Neither Baby Lopez, nor any one else, ever showed me my contract document until the time and date they asked me (us) to sign at HR. I was never given a copy

1 of the L&T contract document I signed before my termination on or about May  
2 13, 2004. After my termination, I was surprised when I later learned of some of  
3 the terms and conditions in L&T's self-styled contract. Had I known that the  
4 L&T contract contained terms restricting me from being employed with other  
5 competing companies in Saipan and allowing L&T to terminate me at any time  
6 as a reduction in force, I would not have agreed to it or signed it.

7  
8 III.  
PERFORMANCE EVALUATION

9  
10 11. There was no individualized measurement or testing to determine my or each  
11 Packer's individual performance or production. The only production  
12 measurement or test was done by counting the output (production) from each of  
13 the different lines of Packers. There was really no way for me as an individual  
14 packer to control or show an increase in the number of products because I was  
15 just one individual on the line with many others. In the packing section our work  
16 was performed by groups of workers on so-called lines. The packages or items  
17 we were assigned to work on often varied from day to day. Our Head Supervisor  
18 in the packing section was Wu, Duan Shu, who is a Chinese. When I and other  
19 Filipino workers tried to ask her questions regarding our work she could not  
20 answer nor explain because she does not speak english fluently. (*See* Defendant's  
21 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

22 IV.  
TERMINATION

23  
24 12. I was employed and worked for L&T International Corporation as a hand  
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1 packer until May 13, 2004, when I and other workers in the hand packing section  
2 were summoned by the calling of our individual names over the public address  
3 system, to report to the human resources (HR) office. I believe and understand  
4 we were called in two batches, one about 3:00 p.m., and one about 5:00 p.m. (*See*  
5 Deposition of Jack Torres, page 97, lines 14-17).

6 13. I did not know why we were being called to come to HR. I thought that we  
7 were being called regarding receipt of our anticipated ATM Cards that L&T had  
8 previously given us and had us fill out an application for, as they told me and other  
9 workers present, to make it easier and more convenient for (us) workers to access  
10 and get our anticipated bi-weekly wage payments without having to stand in line  
11 waiting for and trying to cash payroll checks. I was made more assured of my  
12 continued employment and anticipated pay check by L&T having asked me and  
13 other workers to set up these ATM accounts to facilitate our anticipated payroll  
14 check payments.

15 14. As we arrived at the designated meeting room, I observed other workers, and  
16 Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR staff,  
17 were present at the May 13, 2004 meeting.

18 15. I did not see or hear Corazon Quing read or reading from any document or the  
19 so-called "communication plan" as described and stated in Exhibit "A" attached to  
20 the Declaration of Corazon Quing.

21 16. More specifically, I (we) were not told as stated by Corazon Quing that we the  
22 workers, had the right to appeal our termination to the "Legal Department" of L&T  
23 or to any one else.

24 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004  
25 meeting, informed us, that the purpose of the so-called second check was "to cover

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1 for 10 days pay in lieu of notice,” as stated in paragraph 7, Declaration of Corazon  
2 Quing. Additionally, L&T’s own RIF policy required, as proposed RIF workers,  
3 that I (we) “shall be given written notice of separation at least 15 days prior to the  
4 effective date of separation, or severance pay in lieu of notice.” (*See* Ex. “D,” Jack  
5 Torres’ Deposition, and page 88, lines 6-8 and lines 20-24).

6 18. It was my honest belief that I and my co-workers were terminated on May 13,  
7 2004 and that the termination was effective immediately on and from May 13, 2004,  
8 because I (we) were told by HR staff at the May 13, 2004 meeting that today (May  
9 13, 2004) was our last day of employment and they demanded that we give up and  
10 turn in our company ID cards which were required and needed for company  
11 employees to freely enter company premises; and more importantly, our I.D.s were  
12 swipe-cards for the time-clocks so we could not clock in or out without them, in  
13 addition to being required to “turn over any and all company properties in your  
14 possession... on or before May 13, 2004” as stated in the Notice of Termination. *See*  
15 Ex. “D,” Defendant’s Memorandum.

16 19. As a result I believed and felt that I was terminated and forced to stop working  
17 on May 13, 2004, the same date that the Notice of Termination (dated May 12, 2004)  
18 was given to me. Hence, I was not given the required prior notice of termination  
19 and/or of the RIF.

20 20. I and the other plaintiffs worked a set work schedule and shift, and worked  
21 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total of  
22 forty-two (42) hours each work week, which included two (2) hour overtime each  
23 work week while employed at L&T.

24 21. At the time of my termination, no one from L & T offered to assist me in  
25 finding other employment or told me that they would or could assist me in getting

1 work with affiliate companies of L&T.

2  
3 V.  
4 EMOTIONAL DISTRESS

5 22. The termination, being announced and coming as it did without any prior  
6 notice, counseling or discussion about employment options with other  
7 companies or L&T caused me severe shock. After the announcement, I felt  
8 weak, mentally and physically drained. The way L&T broke the news of  
9 termination to us, not individually or privately, but *en masse* in front of all the other  
10 employees, resulted in wailing, crying and shouting and pandemonium among the  
11 workers present; I and the other workers present were crying and hugging each  
12 other and trying to console one another.

13 23. I felt betrayed by such abrupt termination of employment thinking that  
14 I left a higher paying job with my former employer. I went home that day full  
15 of anxiety.

16 24. When I arrived home on May 13, 2004, I broke down and cried. That night I  
17 could not sleep and that was the start of many other sleepless nights. I keep on  
18 thinking about my children and my parents who depend on me for support.

19 25. My expectation of having a better job was totally shattered by L&T. I regretted  
20 having transferred to L& T because I had a job before I decided to transfer to L&T.  
21 Now, I am jobless and without money. After the termination, I felt physically and  
22 emotionally drained because of severe emotional distress.  
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1 I declare under penalty of perjury that the foregoing is true and correct and  
2 that this declaration was executed this 29<sup>th</sup> day of September, 2006.  
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6 Belinda Mendoza  
7 Declarant  
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